

CITY OF LAREDO

FORMAL INVITATION FOR BIDS

Maintenance Contract Renewal for the City of Laredo I-Net 2004-2005 Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the awarding a contract for renewal and consolidation of existing Cisco Smartnet maintenance contracts and replacement of network devices. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com. Bids will be received at the Office of the City Secretary, P.O. Box 579, 1110 Houston Street, Laredo, Texas 78042 until 3:00 p.m. on August 6, 2004 at which time all bids received will be opened and read publicly.

Bids, in triplicate, are to be submitted in a sealed envelope clearly marked:

**BID: Maintenance Contract Renewal for the City of Laredo I-Net
FY04-116**

Bid are to be mailed:

City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:

City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

Bidder Information: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. By submitting this bid the vendor agrees to the City of Laredo bid specifications and all terms and conditions stipulated in the bid document"

Firm Name: _____ Signer's Name _____
(Please Print or Type)

Address: _____ Signature _____
of person authorized to sign bid

City, State, Zip Code: _____ Date: _____

Telephone Number: _____ Fax: _____

Prompt Payment Discount: _____ % _____ days If no discount is offered, Net 30 days will apply.

Indicate Status: _____ Corporation _____ Partnership _____ Sole Proprietorship

_____ Other (specify) _____ State how long under its present name _____

Tax Identification Number: _____ Email address: _____

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Maintenance Contract Renewal for the City of Laredo I-Net 2004-2005

1.0 Scope:

The City of Laredo is requesting bids for renewal and consolidation of existing Cisco Smartnet maintenance contracts and replacement of network devices. Below vendor will find a list of maintenance contracts and list of products needed to be covered on this bid. Vendor must indicate if price is based on State of Texas DIR contract. Bids should be delivered to the City of Laredo, Purchasing Division, at 5512 Thomas Avenue, Laredo, Texas 78041 or faxed to 956.790.1805 no later than 3:00 p.m. on Friday, August 6, 2004 at which all bids received will be opened and read publicly. The City of Laredo reserves the right to reject any and all bids, as well as the right to determine the bid most valuable to the City.

2.0 Scope of Work:

2.1 The City of Laredo has in place an Institutional network (I-Net) for voice, data and video communication that links several City buildings and other governmental entities such as Local Community College, Libraries and High Schools from two school districts. The I-Net is mainly deployed using Cisco System switches and routers, implemented via an RFP process back on year 2000.

The contract maintenance for the Cisco equipment has expired and the City wants to renew the contract due to the benefits that it has, such as software upgrades, access to Cisco support and replacement of hardware equipment where applicable without additional fees.

Following is the list of contracts needed to consolidate and to renew with Cisco Systems:

Cisco's Contract Number	Service Level
1433732	SNT
2162895	SNT
2198373	SAU
2198374	C4P
2198375	SNT
2302051	SAS
2320759	SNTE

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2.2 The City had Cisco's contract # 2274037 closed and wasn't renewed since several equipment is been replaced or is not longer installed, hence city needs a new contract for the following equipment that are left from this contract:

Product	S/N
AIR-AP352E2R-A-K9	
AIR-PCM352	
CISCO1750-4V	JMX0516E1TT
CISCO2621	JAB04198402
CISCO7204-CH	S74010812
CISCO7204-CH	S74011070
CISCO813	JAB04234H22
PIX-515	480130316
PIX-515	480130333
PIX-515	480130409
PIX-515	480130354
PIX-515	480130290
PIX-515E	406180026
WS-C2948G-L3	FOX04450498
WS-C3548-XL-EN	FAB0602Q1M6
WS-C5500-S3-E3	69072716

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Additionally, city is requesting new switches to replace some existing I-Net equipment as follows:

Product Number	Product Description	Qty
WS-C4507R	Catalyst 4500 Chassis (7-Slot),fan, no p/s, Red Sup Capable	1
PWR-C45-1300ACV	Catalyst 4500 1300W AC Power Supply with Inline Power	1
PWR-C45-1300ACV/2	Catalyst 4500 1300W AC Power Supply with Inline Power	1
CAB-7513AC	AC POWER CORD NORTH AMERICA (110V)	2
WS-X4515	Catalyst 4500 Supervisor IV (2 GE),Console(RJ-45)	1
S4KL3EK91-12218EW	Cisco IOS ENHNCD L3 C4500 SUP4/5,3DES(OSPF,EIGRP,IS-IS)	1
WS-X4306-GB	Catalyst 4500 Gigabit Ethernet Module, 6-Ports (GBIC)	1
WS-X4548-GB-RJ45	Cisco Catalyst 4500 Enhanced 48-port 10/100/1000 Module (RJ-45)	1
WS-G5484	1000BASE-SX Short Wavelength GBIC (Multimode only)	6
WS-G5486	1000BASE-LX/LH long haul GBIC (single mode or multimode)	2
	IDF switches	
WS-C3750-48TS-S	Catalyst 3750 48 10/100 + 4 SFP Standard Image	5
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	5
CAB-AC	Power Cord,110V	5
GLC-SX-MM=	GE SFP, LC connector SX transceiver	10
CON-SNT-WS-C4507	8x5xNBD Svc^ Catalyst 4507R Series Modular Switch	1
CON-SNT-375048TS	SMARTNET 8X5XNBD Catalyst 3750 48 10/100	5

3.0 Materials needed

Vendor must indicate whether price is based on State of Texas DIR contract.

[illegible]

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

City of Laredo Purchasing Division-5512 Thomas Av. Laredo, Texas 78041
Phone: 956.790.1800 Fax: 956.790.1805

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GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all-legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3. SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4. REJECTION OF BIDS

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The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5. **WITHDRAWAL OF BIDS**

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6. **LATE BIDS OR MODIFICATIONS**

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7. **CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

9.0 **BIDDER DISCOUNTS**

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- (a) Percent discounts within a certain period of time can be considered in making the award. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

10. INTENT OF CONTRACT

There are two types of contracts awarded for materials, equipment or services.

- (a) **ACTUAL QUANTITIES CONTRACT:** Quantities specified are actual amounts and are based on the best available information. The purpose of this contract is to establish prices for the amounts and kind of commodities indicated. The quantity indicated is the quantity the City wants to purchase, but the actual amount purchased is subject to change orders, which may increase or decrease the commodities purchased by 25% more or less.
- (b) **ANNUAL SUPPLY CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

11. AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder or the vendor who provides the best value for the city, whose price and other factors have been considered in accordance to the provisions of the State of Texas - Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless other wise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

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12. PAYMENTS & INVOICING

- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
 - (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
 - (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
- All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

13. NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

14. LAREDO TRANSIT MANAGEMENT INC. (EL METRO) AND LAREDO MUNICIPAL HOUSING CORPORATION

City contract pricing will also apply for all purchases made on behalf of Laredo Transit Management Inc. (El Metro) and Laredo Municipal Housing.